



**Sargeants** Est.1978  
Caroline Springs

# CONTRACT OF SALE

Damien John Bayliss

Property:

30 Warner Way CAROLINE SPRINGS VIC 3023

PO Box 3442  
CAROLINE SPRINGS VIC 3023

Tel: (03) 9307 8201  
Email: [admin@sargeantscs.com.au](mailto:admin@sargeantscs.com.au)

Ref: 25/6478

# CONTRACT OF SALE OF REAL ESTATE

Property Address: 30 Warner Way CAROLINE SPRINGS VIC 3023

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the:

- \* Particulars of sale; and
- \* Special conditions, if any; and
- \* General conditions

in that order of priority.

## SIGNING OF THIS CONTRACT

**WARNING: THIS IS A LEGALLY BINDING AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE YOU SIGN IT**

### NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys you are required to pay under this contract for sale, up to a limit of 10% of the purchase price of the lot.
- A substantial period of time may elapse between the day on which you sign this contract and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign this contract for sale and the day on which you become the registered proprietor.

Purchasers should ensure that, prior to signing this contract, they have received

- a copy of the 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*
- full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties

must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

**SIGNED BY THE PURCHASER** ..... on ...../...../20

Print name of person signing: .....

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney') .....

This offer will lapse unless accepted within [ ] clear business days (3 business days if none specified).

**SIGNED BY THE VENDOR** ..... on ...../...../20

Print name of person signing: .....

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney') .....

The **DAY OF SALE** is the date by which both parties have signed this contract.

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period (Section 31 Sale of Land Act 1962)

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

**EXCEPTIONS** The 3-day cooling-off period does not apply if:

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used mainly for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used mainly for farming; or
- you and the vendor previously signed a similar contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

## PARTICULARS OF SALE

### VENDOR'S ESTATE AGENT

Harcourts Rata & Co West  
CAROLINE SPRINGS VIC 3023

Tel: 9465 7766

Fax:

Ref:

Email: sold@rataandco.com.au

### VENDOR

**Damien John Bayliss**  
**Of**

Ref:

Email:

### VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Sargeants Conveyancing  
of PO Box 3442  
**Caroline Springs 3023**

Tel: 03 9307 8201

Ref: 25/6478

Email: admin@sargeantscs.com.au

### PURCHASER

**Of**

Tel:

Ref:

Email:

### PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel:

Fax:

Ref:

Email:

### LAND

The Land is:-  
Described in the table below

Certificate of Title Reference	Being Lot	On plan
11158 / 044	1	PS 628869B

The land is described in the copy title(s) and plan(s) attached to the Vendors Statement.

The Land includes all improvements and fixtures.

### PROPERTY ADDRESS

30 Warner Way Caroline Springs Vic 3023

### GOODS SOLD WITH LAND

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature. (List or attach Schedule)

### PAYMENT

Price

\$

Deposit

\$\_\_\_\_\_ by \_\_\_\_\_ (of which \_\_\_\_\_ has been paid)

Balance

\$ \_\_\_\_\_ payable at settlement  
=====

#### Deposit bond

☐ General condition 15 applies only if the box is checked

#### Bank guarantee

☐ General condition 16 applies only if the box is checked

#### GST (refer to general condition 19)

The price includes GST (if any) unless the words '**plus GST**' appears in this box:

If this is a sale of a 'farming business' or 'going concern' then add the words '**Farming business**' or '**going concern**' in this box:

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box:

#### SETTLEMENT

Is due on

Or earlier by agreement

#### LEASE

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

in which case refer to general condition 5.1

If '**subject to lease**' then particulars of the lease are: As attached

#### TERMS CONTRACT

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 30

#### LOAN – Not applicable at auction

The following details apply if this contract is subject to a loan being approved:

Lender:

Loan amount:

Approval date:

#### BUILDING REPORT– Not applicable at auction

☐ General condition 21 applies only if the box is checked

#### PEST REPORT – Not applicable at auction

☐ General condition 22 applies only if the box is checked

#### SPECIAL CONDITIONS

This contract does not include any special conditions unless the words 'special conditions' appear in this box:

SPECIAL CONDITIONS

**Residential Withholding Payment Notification**  
**Section 14-255 of the Taxation Administration Act 1953 (Cth)**

Property: 30 Warner Way CAROLINE SPRINGS VIC 3023

**①** We Damien Bayliss hereby confirm we have contacted our Accountant and confirm:-  
**(please select the option which applies)**

- ☐ The above property is a new residential premises or potential residential premises or vacant land on a new subdivision and GST at 1/11<sup>th</sup> (10%) of the contract price will apply at settlement.

Vendors name:

ABN:

Contact number:

Address:

- ☐ The above property is a new residential premises or potential residential premises or vacant land on a new subdivision. The contract will provide for Margin scheme and GST at 7% of the Contract price will apply at settlement.

Vendors name:

ABN:

Contact number:

Address:

- ☒ The above property is either an existing residential premises or vacant land not on a new subdivision or commercial residential premises and therefore the Purchaser is not required to withhold GST.

  
\_\_\_\_\_  
Damien Bayliss

Date: 7/5/25

## **GENERAL RULES FOR CONDUCT OF PUBLIC AUCTIONS**

If the property is offered for sale by auction, subject to the vendors' reserve price.

The Rules for the conduct of the auction shall be as set out in the Sale of Land (Public Auctions) Regulations 2024, or any rules prescribed by regulation which modify or replace those rules.

**CONTRACT SIGNING**

**1 ELECTRONIC SIGNATURE**

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

**2. LIABILITY OF SIGNATORY**

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

**3. GUARANTEE**

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

**4. NOMINEE**

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

**TITLE**

**5. ENCUMBRANCES**

- 5.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations, exceptions and conditions in the crown grant; and
  - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

**6. VENDOR WARRANTIES**

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out in the header of this page
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## **7. IDENTITY OF THE LAND**

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

## **8. SERVICES**

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

## **9. CONSENTS**

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

## **10. TRANSFER & DUTY**

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

## **11. RELEASE OF SECURITY INTEREST**

11.1 This general condition applies if any part of the property is subject to a security interest to which the



*Personal Property Securities Act 2009 (Cth)* applies.

- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of

sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay—  
as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## **12. BUILDER WARRANTY INSURANCE**

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

## **13. GENERAL LAW LAND**

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- (b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

## MONEY

### 14. DEPOSIT

14.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
  - (i) there are no debts secured against the property; or
  - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

## 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition “deposit bond” means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

## **17. SETTLEMENT**

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
  - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
  - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## **18. ELECTRONIC SETTLEMENT**

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or

accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

18.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the electronic lodgment network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the electronic lodgment network operator of settlement.

## 19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a ‘going concern’:

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

## **20. LOAN**

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## **21. BUILDING REPORT**

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## **22. PEST REPORT**

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## **23. ADJUSTMENTS**

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

## **24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.



- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgment network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgment network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

## **TRANSACTIONAL**

### **26. TIME & CO OPERATION**

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

## **27. SERVICE**

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## **28. NOTICES**

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

## **29. INSPECTION**

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

## **30. TERMS CONTRACT**

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the

insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

### **31. LOSS OR DAMAGE BEFORE SETTLEMENT**

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

### **32. BREACH**

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

### **Default**

### **33. INTEREST**

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* is payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

### **34. DEFAULT NOTICE**

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
  - (i) the default is remedied; and
  - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

**35. DEFAULT NOT REMEDIED**

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

## **THE SPECIAL CONDITIONS REFERRED TO IN THE CONTRACT**

### **1. WARRANTIES AND EXCLUSIONS**

The purchaser agrees that there are no conditions, warranties, undertakings, representations or any other terms affecting the contract other than those that will be embodied in the contract and the purchaser shall not be entitled to rely upon any condition, warranty, undertaking or representation made by the vendor or the vendor's agents or any term except such as are made written conditions of this contract and signed by the vendor.

### **2. INTEREST AND COSTS PAYABLE ON DEFAULT**

If the purchaser defaults in payment of any money under this Contract, then interest at the rate of fourteen per cent per annum shall be paid by the purchaser to the vendor on any money overdue for payment. The purchaser agrees that the reasonable costs of each and every default is the sum of \$880-00 (inclusive of GST) together with a further sum of \$880-00 (inclusive of GST) for each and every Default Notice prepared and served on the purchaser or his representative. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise.

If settlement is rescheduled to another day due to the Purchaser, the Purchaser shall pay the Vendor's Solicitor an amount of \$150.00 plus GST for each and every rescheduled settlement, such additional amount or amounts to be paid at the rescheduled settlement.

### **3. NON-PAYMENT OF THE WHOLE OR PART OF THE DEPOSIT**

The failure to pay the deposit or any part thereof on the due date shall be a fundamental breach of the contract and the contract may be immediately terminated by the vendor at his option.

### **4. ADJUSTMENTS**

The purchaser agrees to provide the statement of adjustments no later than 3 business days prior to settlement, and a copy of all certificates obtained by them to complete any adjustments. The Vendor will not be obliged to provide cheque details until this condition has been complied with. The purchaser acknowledges that they will be in default of this contract if this condition is not adhered to and a fee of \$150 plus GST for any adjustments received outside of this time. If no certificate was obtained to complete the adjustments and they are submitted, on such basis, then the purchaser will forfeit any ability to readjust after settlement has been completed. This condition will not merge on settlement.

### **5. FINANCE**

General Condition 20.2 (c) is amended to read "serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendors representative on the due date specified in the Particulars of Sale or any later date allowed by the vendor."

### **6. SOLAR PANELS**

The Vendor makes no representations or gives any warranties whatsoever with respect to any solar panels installed on the property hereby sold in relation to their condition, state of repair, fitness for purpose, their input, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the Vendor and not encumbered in any way.

### **7. POOL COMPLIANCE**

The purchaser agrees that he will be responsible to comply with any notice, order, demand or levy imposed in relation to the safety of any pool or spa on the property regardless of whether such notice, order, demand or levy was issued or made before or after the day of sale.

The purchaser is aware that he may have to:

1. Register the pool or spa with the local council if the vendor has not already done so.
2. Arrange a private inspection and obtain a report at his cost;
3. Comply with all the requirements of the report;
4. Arrange any further inspections at his cost; and
5. Provide the local council with a Certificate of Compliance and pay the required fee.

The Purchaser acknowledges that he shall not have any right to seek any contribution either directly or indirectly from the vendor towards any costs, fees, charges or disbursements whatsoever or howsoever arising in relation to any pool or spa on the property.

### **8. HOLIDAY CLOSURES**

Please ensure you do NOT Choose a Settlement Date whilst this and other Conveyancing Practices are CLOSED.

This Special Condition only applies to contracts where the Settlement Date is chosen (or arises) in the Office Closure Period (as defined below).

Notwithstanding any other provisions in this Contract:-

- 8.1 It is agreed and acknowledged by the Vendor and the Purchaser that on any Business Day that falls as a single day between a Public Holiday and a Weekend (for example, "Melbourne Cup Monday", being the 1<sup>st</sup> Monday in November), and during the period between 19/12/2025 and 13/1/2026 (inclusive as to the above range of dates, and hereafter jointly & severally called the "Office Closure Period"),

8.2 if Settlement of this Contract becomes due, or is already stated in this Contract to be due in the Office Closure Period, then it is agreed that Settlement of this Contract shall be due and effected on the next Business Day, or in the case of the Christmas and New Year portion of the Office Closure Period, Settlement of this Contract shall be due and effected on Wednesday 14<sup>th</sup> January, 2026;

8.3 The Purchaser and/or their Conveyancers/legal Representative may not issue a Default Notice upon the Vendor during the Office Closure Period and if the Purchaser does do so, the period to remedy the Default stated therein is agreed to be and operate as TWENTY ONE (21) DAYS (notwithstanding any other period stated therein), or in the case of the Christmas and New Year portion of the Office Closure Period THIRTY (30) DAYS (notwithstanding any other period stated therein);

8.4 Neither party to this Contract may make any objection, requisition, claim for compensation or otherwise against the other in relation to the subject matter of this Special Condition including, but not limited to, re-adjustment of any Rental income or outgoings by virtue of Settlement falling into the next Calendar Year.

#### 9. LAND TAX

Land tax is not an adjustable item under General Condition 23.

#### 10. PEST & BUILDING INSPECTIONS

General Conditions 21.2 and 22.2 are amended to read "the purchaser may end this contract within 7 days from the day of sale if the purchaser:"

## GUARANTEE and INDEMNITY

I/We		of	
And		of	
being the <b>Sole Director / Directors of</b>		<b>ACN</b>	

(Called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- c) by time given to the Purchaser for any such payment performance or observance;
- d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

This  Day of  20

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Witness

Director (Sign)

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Witness

Director (Sign)



**SECTION 32 STATEMENT  
AS REQUIRED BY SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")**

Vendor: Damien John Bayliss

Property: 30 Warner Way CAROLINE SPRINGS VIC 3023

**LAND BEING SOLD**

The land which is presently fenced and/or occupied by the Vendor and contained only within the land described in Certificate of Title Volume 11158 Folio 044.

**IMPORTANT NOTICES TO PURCHASER**

The Vendor makes this statement in respect to the land in accordance with Section 32 of the Sale of Land Act 1962.

**PLANNING**

The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy. You should check with the appropriate authorities as to the availability (and cost) of providing any essential services not connected to the property.

**WARNING** The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

**BUSHFIRE - PRONE AREA**

- (1) The property is in a bushfire prone area within the meaning of the Regulations made under the Building Act 1993 unless the attached Bushfire Prone Area Report states otherwise.
- (2) If the property is in a designated bushfire prone area the designation will be shown on the attached Bushfire Prone Area Report and special bushfire construction requirements, Planning provisions and Country Fire Authority requirements may apply. However, you should conduct your own due diligence by searching the Victorian Government's Land Channel website.

**1. RESTRICTIONS** - Information concerning any easement, covenant or other similar restriction affecting the property (registered or unregistered)

- 1.1 Easements affecting the property - as set out in the documents attached (if any)
- 1.2 Covenants affecting the property - as set out in the documents attached (if any)
- 1.3 Leases affecting the property - as set out in the documents attached (if any)
- 1.4 Other similar restrictions affecting the property - as set out in the documents attached (if any)

Particulars of any existing failure to comply with the terms of any Easement, Covenant, lease or other similar restriction are :-

- None to the Vendor's knowledge

However please note that underground electricity cables water and gas pipes, sewers or drains may be laid outside registered easements.

**2. PLANNING AND ROAD ACCESS** - Information concerning any planning instrument – As attached.

The planning instrument does not prohibit the construction of a dwelling house on the land. There is access to the property by road.

Overlays - Landslip - Vegetation - Mining - or other General information - As attached (if any)

The Land may have been declared by a relevant authority to be in an area which is liable to flooding, bush fire or pest infestation.

### 3. **OUTGOINGS AND STATUTORY CHARGES**

Information concerning any rates, taxes, charges, or other similar outgoings (including Owners Corporation charges) affecting the land including any rates, charges or outgoings for which the purchaser may become liable as a consequence of the sale and which the vendor might reasonably be expected to have knowledge of:

Their total does not exceed - **\$5,000.00**

(excluding any Water Usage, Sewerage disposal charges or other charges based on a user/pay system)

### 4. **FINANCIAL MATTERS**

Particulars of any mortgage (whether registered or unregistered) over the land which is not to be discharged before the purchaser becomes entitled to possession of the land or to the receipt of the rents and profits including the particulars specified in Schedule 1. (There will be no Schedule 1 completed if the property is not being sold subject to a mortgage)

- None

4.2 Particulars of any charge (whether registered or unregistered) over the land imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

- None to the Vendors Knowledge.

### 5. **GROWTH AREA INFRASTRUCTURE CONTRIBUTION**

5.1 Is the land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the Planning and Environment Act 1987) and is the land:-

5.11 transferred under the agreement; or

5.12 land on which works are carried out under the agreement; or

5.13 land in respect of which a growth areas infrastructure contribution is imposed.

- Not to the Vendors knowledge.

### 6. **SERVICES**

Information concerning the supply of the following services -

THE FOLLOWING SERVICES ARE NOT CONNECTED

- None to the Vendors knowledge.

The Water supply and Sewerage service connected to the land are of the standard level available in the locality unless specified otherwise.

### **WARNING TO PURCHASER**

It is your (the purchaser's) sole responsibility to check with the appropriate authorities as to the availability of and the cost of connection or re-connection to the property of any services you require, in particular whether gas and/or sewerage is connected. Unless you contact the supply authority and take over the existing service, a final reading will be obtained (where applicable) and the services may be disconnected on or before the settlement date. It is your responsibility to pay all costs of and incidental to the transfer, connection or re-connection to the land of the services you require.

The vendor makes no representations that any of the services are adequate for the purchaser's proposed use and the purchaser should make his own enquiries.

### 7. **BUILDING APPROVALS**

7.2 If there is a residence which was constructed within the preceding 6 years and Section 137B applies to the residence the particulars of the required insurance under that Act applying to that residence are:-

- Not Applicable

7.3 Particulars of any building permit issued under the Building Act 1993 in the proceeding 7 years (required only where there is a residence on the land)

- Not applicable

NOTE – The property may contain asbestos or inflammable materials.

## 8. **NOTICES**

Particulars of any notice, order, declaration, report, recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge.

- 8.1 Affecting the Owners Corporation and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision that includes common property including any relating to the undertaking of repairs to the property
- 8.2 Quarantine or stock order imposed under the Stock Disease Act 1968 (whether or not the Quarantine Order it still in force)
- 8.3 Particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes and any land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals Act 1992
- 8.4 Particulars of any mining licence granted under the Mineral Resources Development Act 1990
- 8.5 Notice pursuant to Section 6 of the Land Acquisition and Compensation Act 1986
- 8.6 Notice issued by the Environment Protection Authority
- 8.7 Any notice or order pursuant to the Domestic Building Contracts and Tribunal Act 1995
- 8.8 particulars of any notice to acquire served under Section 6 of the Land Acquisition And Compensation Act 1986

- None to the Vendors knowledge save as disclosed herein or in any Owners Corporation Certificate.

The land is in a Municipal District specified by the Minister administering the Mineral Resources (Sustainable Development) Act 1990.

Particulars of any Mining Licences affecting the land are as follows: - Not applicable

## 9. **OWNERS CORPORATION**

If the land is in a subdivision that has common property and there is thereby an owners corporation within the meaning of the Owners Corporation Act 2006 then included herewith (if they are relevant or available) is a copy of :-

- 8.1 A current Owners Corporation Certificate issued in respect of the land being sold;
- 8.2 The Owners Corporation Rules;
- 8.3 The Minutes of the most recent annual general meeting of the Owners Corporation and all resolutions made at that meeting;
- 8.4 The most recent accounts and balance sheet of the Owners Corporation and
- 8.5 A Statement of advice and information for prospective purchasers and lot owners.

### **THE OWNERS CORPORATION MAY BE DEEMED TO BE INACTIVE**

If the Owners Corporation is inactive it has not in the previous **15** months:-

- (a) had an annual general meeting; and
- (b) fixed any fees; and
- (c) held any insurance

**NOTE** - Not all Owners Corporations carry out all functions so therefore some documents may not

be in existence.

Updated Owners Corporation Information

The Purchaser agrees that if he requires any information in the Owners Corporation Certificate to be updated at any time, he will apply and pay for any further Owners Corporation Certificate and Information.

**10. INSURANCE**

The property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits.

**11. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

Details of any energy efficient information required to be disclosed regarding a disclosure affected building or disclosure area or affected area of a building as defined by the Building Energy Efficiency Disclosure Act 2010 (Cth)

- (a) To be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based facilities including any support facilities; and
- (b) With a net lettable area of at least 2000m<sup>2</sup> (but does not include a building under a strata title system or if an occupancy Permit was issued less than 2 years before the relevant date).
  - Not Applicable

**SWIMMING POOLS AND SMOKE ALARMS**

In the event that an unfenced swimming pool, spa or other body of water is on the land herein described, that is required to be fenced or otherwise protected, the purchaser will be required at his expense to comply with the provisions of the Building Act 1993 and the Building Regulations 1994 and in particular Regulation 5.13 and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water. Further, the purchaser should note that all dwellings and units are required to be fitted with self-contained smoke alarms in accordance with Regulation 5.14 of the Building regulations 1994 within 30 days after the completion of any contract of sale. The purchaser acknowledges that any price negotiated is on the basis that the purchaser will assume full responsibility for fencing or protecting any body of water and installing any smoke alarms.

DATE OF THIS STATEMENT

20

Signature of Vendor .....

I agree that this Section 32 Statement and the documents herewith (including the Search of the Title) must be updated at the expiration of six calendar months from the date of the search of the Title herewith. I will not hold Sargeants responsible if the Vendors Statement is not so updated or if it is used by any Real Estate Agent other than the one to whom it is first forwarded to by Sargeants. I confirm that this statement has been printed solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I undertake that I will exercise all possible diligence and provide full and honest disclosure or all relevant information of which I am aware or might reasonably be expected to be aware of. I am aware that Sargeants have only been employed to fill up this document in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of :- (a) any variation between the land occupied by me and the land described in the Certificate/s of Title. (b) any registered or unregistered encumbrances not disclosed in this document. (c) any failure to obtain any necessary planning, building or other permits. (d) the property being affected by any environmental, landslip, mining, flooding, fill, latent defects or historical

significance issues. (e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to the undertaking of repairs to the property. (f) my occupation of any adjacent land which is not contained in the land being sold. (g) any buildings erected over any easements (h) any rights over any other land (i.e. a roadway or walkway) other than those disclosed herein and (h) any proposal in relation to any other land which may directly and currently affect the property being sold.

I acknowledge that I have read the statement, all the documents and the representations and warranties given by me in lieu of requisitions and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, titles, notices or documents including, but without limiting the generality of the foregoing, any information, conditions, titles or documents required or that later may be deemed to be required by Section 32 of the Sale of Land Act 196 as amended, the Domestic Building Contracts and Tribunal Act 1995 and/or any other Act or regulations.

#### INSURANCE

I the vendor undertake to keep the property and all improvements thereon and therein, fully insured for their full replacement value (new for old) until the final settlement of any sale of the property.

#### COMMON PROPERTY PUBLIC RISK AND RE-INSTATEMENT INSURANCE - (If applicable)

I the vendor confirm that I am hereby advised that :-

1. I cannot sell a property which is part of a subdivision where there is any common property unless the Owners Corporation has a public liability insurance policy in place as at the day of sale for a sum of at least 10 million dollars and if the land is under the Strata Titles Act or any lot is above or below any common property unless there is collective reinstatement insurance in the name of the Owners Corporation in relation to all the buildings on the plan.
2. If there is common property or it is later determined that there is common property, then there is an Owners Corporation and if the said Owners Corporations public liability insurance and re- instatement insurance is not in place as at the day of sale, the Purchaser may cancel any contract at any time up until the final settlement, even if the said insurance is subsequently arranged.

#### PURCHASER'S ACKNOWLEDGMENTS

The purchaser hereby acknowledges that prior to the execution of the Contract or any other contract, agreement or document whatsoever in relation to the purchase of the property, the purchaser received from the vendor or the vendor's agent a copy of this Section 32 Statement signed by the Vendor, the Notice, the Particulars of Sale and the Special Conditions herein or attached to the contract and a Due Diligence Checklist.

DATE OF ACKNOWLEDGMENT

20

Signature of Purchaser.....

Register Search Statement - Volume 11158 Folio 044

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 11158 FOLIO 044

Security no : 124124238606Q  
Produced 07/05/2025 01:35 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 628869B.  
PARENT TITLE Volume 11076 Folio 065  
Created by instrument PS628869B 18/09/2009

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
DAMIEN JOHN BAYLISS of 16 WILLS TERRACE BURNSIDE HEIGHTS VIC 3023  
AJ446001L 24/01/2012

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV600259H 06/05/2022  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS628869B 18/09/2009

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE PS628869B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 30 WARNER WAY CAROLINE SPRINGS VIC 3023

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

Effective from 06/05/2022

OWNERS CORPORATIONS

-----  
The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS628869B

DOCUMENT END

**The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 07/05/2025, for Order Number 87782175. Your reference: 25/6478 - Bayliss.**

INFORMATION ONLY



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 07/05/2025 01:36:15 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS628869B**

The land in PS628869B is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 7.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

WHITTLES AUSTRALIA PTY LTD LEVEL 1 838 COLLINS STREET DOCKLANDS VIC 3008

AL420685D 14/10/2014

### Owners Corporation Manager:

NIL

### Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

OC005470J 18/09/2009

### Notations:

NIL

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 07/05/2025 01:36:15 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS628869B**

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

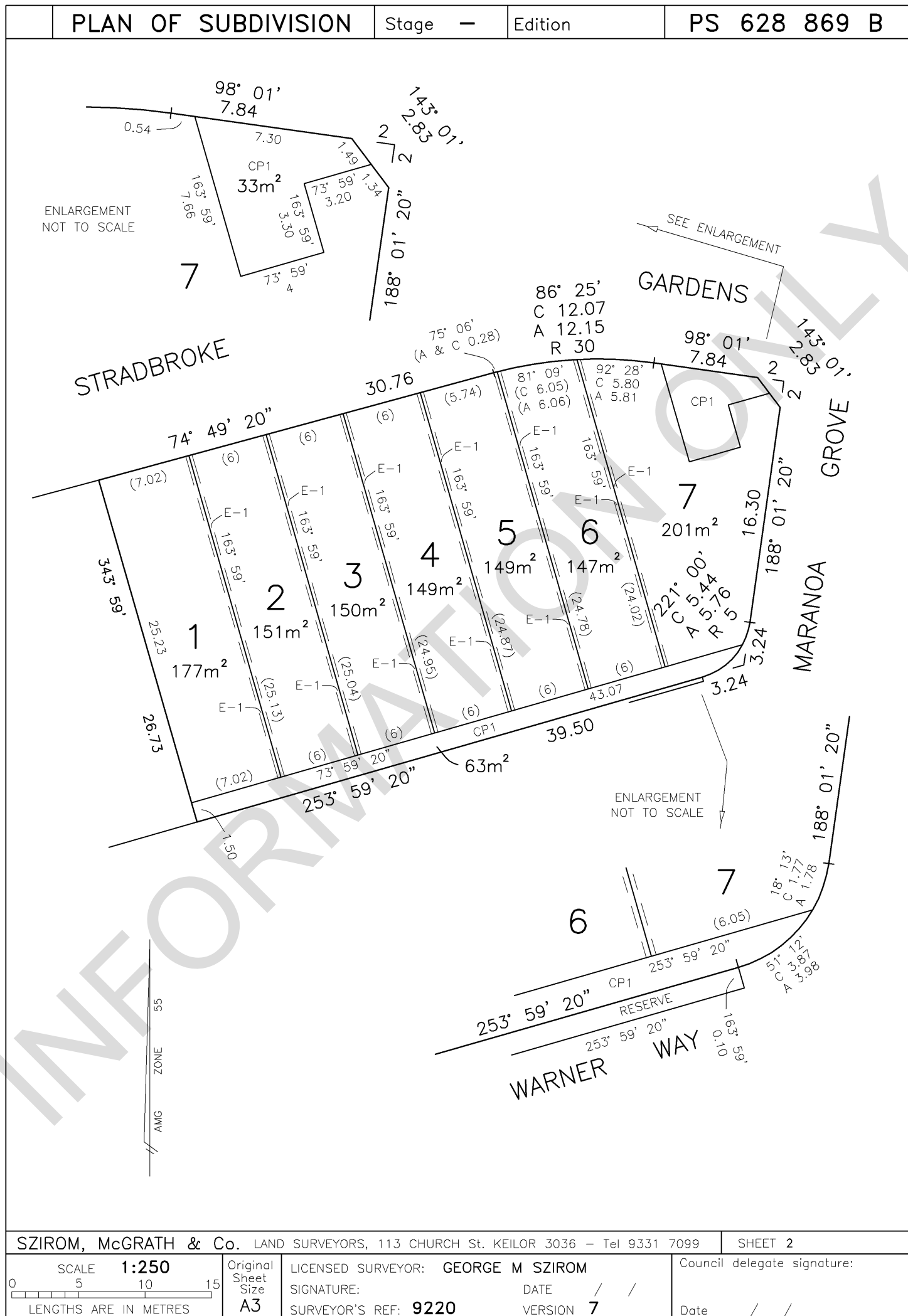
Land Parcel	Entitlement	Liability
Lot 7	100	100
<b>Total</b>	<b>700.00</b>	<b>700.00</b>

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

Signed by Council: Shire of Melton, Original Certification: 17/08/2009, Recertification: 01/09/2009, S.O.C.: 01/09/2009

PLAN OF SUBDIVISION		STAGE No. —	LRS use only EDITION 1	PLAN NUMBER PS 628 869 B
<b>LOCATION OF LAND</b> Parish: <b>MARIBYRNONG</b> Township: <b>—</b> Section: Crown Allotment: <b>D (PART) SECTION 3</b> <b>1 (PART) SECTION C</b> Crown Portion: <b>—</b>  Title References: <b>VOL 11076 FOL 065</b>  Last Plan Ref: <b>LOT 963 PS 608609 S</b> Postal Address: (at time of subdivision) <b>25 MARANOA GROVE</b> <b>CAROLINE SPRINGS, 3023</b> MGA94 Co-ordinates: E <b>301 355</b> (of approx centre of land in plan) N <b>5 821 950</b> Zone: <b>55</b>		<b>COUNCIL CERTIFICATION AND ENDORSMENT</b> COUNCIL NAME: <b>MELTON SHIRE COUNCIL</b> REF.: <b>SUB 3349</b>  1. This plan is certified under Section 6 of the Subdivision Act 1988.  2. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.  OPEN SPACE: (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage  Council Delegate Council Seal Date / /		
<b>VESTING OF ROADS AND/OR RESERVES</b>				
Identifier	Council/Body/Person			
<b>NIL</b>	<b>NIL</b>			
<b>NOTATIONS</b>				
<b>SURVEY:</b> This Plan is based on survey. The land is in proclaimed Survey Area No.: This Survey has been connected to Permanent Marks No.(s):  <b>STAGING:</b> This is not a staged subdivision. Planning Permit No.  <b>DEPTH LIMITATION:</b> DOES NOT APPLY  <b>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS</b>		<b>CP1: COMMON PROPERTY No.1</b>		
<b>EASEMENT INFORMATION</b>				<b>LRS USE ONLY</b>
<b>LEGEND</b> A—Appertenant Easement E—Encumbering Easement R—Encumbering Easement (Road)				
<b>SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN.</b>				Statement of Compliance/ Exemption Statement Received <input checked="" type="checkbox"/>
Easement Reference	Purpose	Width (metres)	Origin	Land Benefited/in Favour of
E-1	PARTY WALL	0.15	THIS PLAN	ALL LOTS ON THIS PLAN
				DATE: <b>9/9/09</b>
				<b>LRS USE ONLY</b> PLAN REGISTERED TIME <b>10.35 AM</b> DATE: <b>18/9/09</b>  <b>D.R.</b> Assistant Registrar of Titles.
				SHEET 1 OF 3 SHEETS
SZIROM, McGRATH & Co. LAND SURVEYORS 113 CHURCH ST, KEILOR 3036 Tel.: (03) 9331 7099		LICENSED SURVEYOR: <b>GEORGE M SZIROM</b> SIGNATURE: DATE / / SURVEYOR'S REF: <b>9220</b> VERSION <b>7</b>		Council delegate signature:  Date / / Original Sheet Size A3



<b>PLAN OF SUBDIVISION</b>	Stage    —	Edition	<b>PS 628 869 B</b>
----------------------------	------------	---------	---------------------

**CREATION OF RESTRICTIONS**

Upon registration of this Plan of Subdivision, the following restrictions are created:

**LAND TO BENEFIT:** All lots on this plan.

**LAND TO BE BURDENED:** All lots on this plan ("burdened lots").

**DESCRIPTION OF RESTRICTION**

The registered proprietor or proprietors for the time being of all of the lots on this Plan of Subdivision shall not:

**1 Dwelling and construction works**

1.1 build more than one dwelling-house on each burdened lot;

1.2 build a "granny-flat" on the burdened land or any part of it;

1.3 subdivide the burdened land or any of the burdened lots;

1.4 build a dwelling-house or any other improvements, or carry out any building or construction works on any of the burdened lots unless copies of building plans, elevations, site plans, set-back plans and schedules of colours and materials have been submitted to the transferee ("**Subdivider**") or Delfin Management Services Pty Ltd ACN 000 228 820 ("**Delfin**") and the subdivider or Delfin has given its approval to the plans prior to the commencement of building works;

1.5 carry out any site works, excavation, filling or construct any fencing or retaining walls on the burdened land or any part of it without the prior written consent of the Subdivider or Delfin;

1.6 delay or permit to be delayed the commencement or completion of any works that have been approved by the Subdivider or Delfin;

1.7 vary or allow any variation to any works that have been approved by the Subdivider or Delfin;

1.8 build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with endorsed memorandum of common provisions registered in dealing No. AA1080 which memorandum of common provisions is incorporated into this plan.

**2 External structures**

2.1 erect any external sign, hoarding, tank, clothes line, letter box, mast or pole of any description or television antenna or radio aerial without the prior written consent of the subdivider or Delfin;

2.2 erect any external flood lights or spotlights or any lights illuminating any pool or tennis court or other similar enclosure without the prior approval of the subdivider or Delfin;

**3 Use of property**

3.1 use any of the burdened lots or any part of them for any purpose or use other than as a private residence or dwelling, or for such other purpose or use as may be authorised in writing by Delfin;

Restriction 1, 2 & 3 on this Plan of Subdivision shall cease to apply to or affect the burdened land on 1 January 2023.

**4 Planning**

4.1 construct any buildings or works other than in accordance with the endorsed plans forming part of the Planning Permit No. PA2009/2249 issued by the Melton Shire Council or any further planning approval.

Restriction 4 shall cease to apply to or affect the burdened land two(2) years after the issue of an occupancy permit for the dwellings located on all of the lots on this plan.

SZIROM, McGRATH & Co. LAND SURVEYORS, 113 CHURCH St. KEILOR 3036 — Tel 9331 7099		SHEET 3
Original Sheet Size A3	LICENSED SURVEYOR: GEORGE M SZIROM SIGNATURE: _____ DATE    /    / SURVEYOR'S REF: 9220      VERSION 7	Council delegate signature: _____  Date    /    /

## Plan of Subdivision PS628869B

# Certifying a New Version of an Existing Plan with Statement of Compliance (Form 22)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S004046A

Plan Number: PS628869B

Council Name: Shire of Melton

Council Reference Number 1: Sub 3349

Surveyor's Plan Version: 7-01 Sep 09

### Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988

Date of original certification under section 6: 17/08/2009

Date of previous recertifications under Section 11(7): 28/08/2009

### Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

### Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has not been made

Digitally signed by Council Delegate: Geraldine Addicott

Organisation: Shire of Melton

Date: 01/09/2009



Strata and Community Title Services

**Docklands Office**

Level 1,  
838 Collins Street  
Docklands  
Victoria 3008  
PO Box 108  
Port Melbourne VIC 3207

T 03 8632 3300

Whittles Australia Pty Ltd  
ABN 78 139 486 678

[www.whittles.com.au](http://www.whittles.com.au)

08/05/25

MR D J BAYLISS  
16 WILLS TERRACE  
BURNSIDE, VIC, 3023

Dear Sir/Madam

**RE:** PLAN OF SUBDIVISION NO. 628869B  
18-30 WARNERS WAY, CAROLINE SPRINGS  
ABN: 98985277591  
Lot: 00001  
Address known as: 30 WARNER WAY, CAROLINE SPRINGS  
OWNER: Mr D J Bayliss

The following details are provided pursuant to your request for information under the Owners Corporations Regulations 2018 - Regulations 15, 16 & 17 and Owners Corporations Act 2006 - Section 151.

**1. Financial Status of the Lot Owner:**

The contribution payable to the Administration Fund is currently \$715.00 per half-year paid to 31/10/25. No GST is included within this contribution.

The contribution payable to the Maintenance Fund is currently \$0.00 per half-year.

Arrears are as follows:

Admin Fund:	\$0.00	Interest:	\$0.00
Maintenance Fund:	\$0.00	Other Arrears:	\$0.00

TOTAL ARREARS ARE: \$0.00 as at 08/05/2025.

**2. Special Levies**

No Special Levies Payable.

Future Dated Levies -N/A

*Default interest is applied to overdue levies.*

The Owners Corporation has performed, or is about to perform, the following repairs, maintenance or other work or act which may incur additional charges to those set out above: NIL

Please refer to Minutes of Corporation Meetings and other enclosures for other known liabilities.

### **3. Insurance Details**

Please refer to the attached Certificate of Currency / Certificate of Insurance.

The members of the Owners Corporation have NOT resolved that the members must arrange their own insurance cover under section 63 of the Act.

### **4. Financial Status of the Owners Corporation**

The corporation's funds are maintained in a bank account at Macquarie Bank Limited.

The fund currently stands to the credit of:

Administrative Fund	\$4,683.69CR
Maintenance Fund	\$0.00

### **5. Owners Corporation Liabilities**

Details of any Owners Corporation liabilities in addition to any such liabilities specified in the Financial Status of the Lot Owner: N/A

### **6. Details of Owners Corporations Current Agreements, Leases, Licences & Contracts**

The Owners Corporation has not granted any lease or licence, or has any agreements affecting the common property except for the following;

6.1 Management agreement with Whittles Australia Pty Ltd for the provision of strata management services.

### **7. Service to Members and Occupiers**

The Owners Corporation has not made any agreement to provide services to members and occupiers and the public.

### **8. Details of Notices or Orders Served on the Owners Corporations**

No notices or orders have been served on the Owners Corporation in the last 12 months.

### **9. Details of Legal Proceedings**

There are no known legal proceedings known at this time to which the Owners Corporation is a party.

### **10. Appointed Manager**

The Owners Corporation has resolved to appoint Whittles Australia Pty. Ltd., Level 1, 838 Collins Street, Docklands, Victoria 3008 as manager.

## **11. Administrator**

An administrator has not been appointed for the Owners Corporation and there has been no proposal for the appointment of an administrator.

## **12. Enclosures**

- Budget
- Minutes of the most recent Annual General Meeting
- Owners Corporation Rules
- Owner Statement
- Certificate of Currency / Certificate of Insurance
- Prescribed statement in Schedule 3

## **13. Records**

The corporation's records of accounts, minutes and other prescribed documentary material are available for inspection at our offices at Level 1, 838 Collins Street, Docklands, Victoria 3008 during normal working hours.

## **14. Special Notes**

Conveyancers should note that it is the Lot holder's legal responsibility to notify the Owners Corporation immediately of a change in ownership, change in address of the owner or change in occupancy of the Lot.

This statement is issued on the basis that any payment by the Lot holder by cheque or otherwise will be honoured at the first presentation.

This statement does not take into account any decisions or transactions of the Corporation at or subsequent to its issue.



*The details provided are, to the best of our knowledge, accurate to this date. Conveyancers/Solicitors are advised to obtain a written update prior to settlement, at the prescribed fee as per the Owners Corporation Act.*

*Payment of Owners Corporation Contributions or Special Levy at time of settlement via PEXA can be paid as per the below BPAY details:*

**BPAY BILLER CODE: 96503**

**Reference: 3052082410017**

Executed for and on behalf of PLAN OF SUBDIVISION NO. 628869B



Signature

Michael Platt  
Strata Manager

WHITTLES AUSTRALIA PTY LTD (ABN 78 139 486 678)

On behalf of the Corporation 08/05/2025

**PLEASE RETURN THIS SLIP IMMEDIATELY SETTLEMENT IS EFFECTED**

TO: Whittles  
PO Box 108, Port Melbourne, VIC 3207

*info.docklands@whittles.com.au*

**SETTLEMENT DATE:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**PURCHASERS NAME(S):**(Attach any extra purchasers details to this document)

Purchaser 1:

Purchaser 2:

\_\_\_\_\_  
First & Second Names

\_\_\_\_\_  
First & Second Names

\_\_\_\_\_  
Surname

\_\_\_\_\_  
Surname

(All names IN FULL)

**TELEPHONE NUMBERS:**

HOME:

WORK:

MOBILE:

EMAIL:

**CORRESPONDENCE TO BE FORWARDED:**

**ACCOUNTS TO BE FORWARDED:**

**BROKER:**

Mr D J Bayliss

[informationCertificateRequestedByAddress]

PLAN OF SUBDIVISION NO. 628869B

18-30 WARNERS WAY, CAROLINE SPRINGS

Lot: 00001

OWNER: Mr D J Bayliss

# TAX INVOICE

08/05/2025

Whittles Australia Pty Ltd  
ABN 78 139 486 678  
PO Box 108  
Port Melbourne VIC 3207

Mr D J Bayliss  
16 WILLS TERRACE  
BURNSIDE VIC 3023

**DESCRIPTION:**

Searching and completing document for provisions of  
Section 151 of the Owners Corporations Act 2006, Lot : 00001 at  
18-30 WARNERS WAY, CAROLINE SPRINGS

PLAN OF SUBDIVISION NO. 628869B

<b>FEE:</b>	As prescribed	\$157.41	PAID
	Plus 10% GST	\$15.74	PAID

With  
Compliments

<b>TOTAL DUE:</b>	\$173.16	PAID
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**OWNER:** Mr D J Bayliss

**OWNER:** Mr D J Bayliss

### **Schedule 3**

## **Statement of advice and information for prospective purchasers and lot owners**

Regulation 17

### **What is an owners corporation?**

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Use Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

### **How are decisions made by an owners corporation?**

As an owner you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

### **Owners corporation rules**

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

### **Lot entitlement and lot liability**

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

### **Further information**

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into, you can inspect that owners corporation's information register.

### **Management of an owners corporation**

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.**

# OWNER STATEMENT

Plan Of Subdivision No. 628869b , 18-30 Warners Way, Caroline Springs

Unit 1 : BAYL00 Mr D Bayliss

## BILLINGS THROUGH THE PERIOD 08/05/24 - 08/05/25

Date	Levy Description	Period	Amount Invoiced	Payments Allocated	Received	Balance
19/09/24	370203: (A) Contributions	01/11/24 to 30/04/25	\$649.00	\$649.00	19/12/24	\$0.00
21/11/24	413342: (A) Final notice fee	Admin Final Notice Fee 21/11/24	\$44.00	\$44.00	19/12/24	\$0.00
17/12/24	417161: (A) Contributions arrears	Interest On Overdue Levies To 02/12/24	\$5.65	\$5.65	20/12/24	\$0.00
19/12/24	425994: (A) Final notice fee	Waive Final Notice Fee 21/11/24 Due & Payable By 19/12/24	\$-44.00	\$-44.00	19/12/24	\$0.00
19/03/25	479054: (A) Contributions	01/05/25 to 31/10/25	\$715.00	\$38.35	19/03/25	\$676.65
				\$676.65	30/04/25	\$0.00
<b>Totals</b>			<b>\$1,369.65</b>	<b>\$1,369.65</b>		<b>\$0.00</b>

## JOURNALS

19/12/24	\$-44.00
19/12/24	\$44.00
<b>Total Journals</b>	<b>\$0.00</b>

## PAYMENTS MADE ON THE FOLLOWING DATES

18/12/24	\$693.00
29/04/25	\$676.65
<b>Total Payments</b>	<b>\$1,369.65</b>

4 February 2025

Dear Owner,

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for PLAN OF SUBDIVISION NO. 628869B 18-30 Warners Way, CAROLINE SPRINGS, VIC, 3023

Management and staff appreciate your confidence in appointing Whittles as your Owner Corporation for the coming year, and assure you of our diligent and professional attention to the Corporation's affairs.

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully  
Michael Platt  
Strata Manager

INFORMATION ONLY

**Minutes of the Annual General Meeting  
PLAN OF SUBDIVISION NO. 628869B**

<b>Meeting Date</b>	Tuesday, 04 February 2025	
<b>Meeting Location</b>	To join via video, click on the link below and enter the meeting ID and passcode <a href="https://join.whittles.com.au">https://join.whittles.com.au</a> Meeting ID: 434 609 696 089 Passcode: xW6vS6hT	
<b>Time</b>	12:00 PM	Closed: 12:10 PM
<b>Chairperson</b>	It was agreed that Michael Platt, Strata Manager, would assist by conducting the meeting	
<b>Additional Attendees</b>	Michael Platt representing Whittles Australia Pty Ltd	
<b>Apologies</b>		

<b>Quorum</b>
The Strata Manager declared that a quorum was not present and advised that the meeting under Section 98 of The Owners Corporation Act 2006 may proceed with all Ordinary resolutions passed at the meeting being adopted as Interim Resolutions. It was noted that in accordance with The Owners Corporation Act 2006, (herein referred to as the "Act") interim resolutions of the Owners Corporation become resolutions of the owners corporation 29 days from the date of the interim resolutions. (S. 78(4)(a)).

<b>Item 1</b>		
<b>Declaration of Interest (Advice)</b>		
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.		
<b>Notes</b>		
No members were in attendance to declare any interests. Whittles notes the disclosure of interests within our Services Agreement.		

<b>Motion 2</b>		
<b>Minutes &amp; Business arising from the Previous Meeting(s)</b>	<b>Ordinary Resolution</b>	
It was resolved that the minutes of the last Annual General Meeting held on Wednesday 17 January 2024 and sent to all owners be accepted as a true and correct record of the proceedings of that meeting.		
<b>Motion CARRIED.</b>		

**Notes**

Per s78 of the Owners Corporation Act, the Owners Corporation Manager has resolved to accept the confirmation of the minutes and business arising from the previous meeting in the absence of the Owners Corporation Members.

**Motion 3****Strata Managers Report****Ordinary Resolution**

It was resolved that the report from the Strata Manager, as circulated to all lot owners, was discussed and accepted by the meeting.

**Motion CARRIED.**

**Notes**

The report from the Strata Manager, as circulated to all Lot Owners, was included in the meeting notice.

**Motion 4****Financial Statement(s) Review****Ordinary Resolution**

It was resolved that the unaudited Statement of Accounts for the financial year ended 31 OCT 2024 which have been circulated to all members, is accepted.

*Should you have any queries regarding the financial statement and balance sheet, please advise the Strata Manager, at least 48 hours prior to the meeting to enable the answer to be provided at the meeting.*

**Motion CARRIED.**

**Notes**

Per s78 of the Owners Corporation Act, the Owners Corporation Manager has resolved to accept the financial statements in the absence of the Owners Corporation Members.

**Item 5****Current Insurance Details (Advice)**

A copy of the Owners Corporations current certificate of currency/insurance is attached to this meeting notice and is also available for viewing at [whittles.com.au](http://whittles.com.au) through your owner portal.



**Item 6****Insurance Excess (Advice)**

Please note that in accordance with Section 23A of the Owners Corporation Act 2006, where any insurance claim is for the benefit of a particular Lot or lots, any excess related to the claim shall be payable by that Lot or Lots by way of special levy.

**Item 7****Building Valuation (Advice)**

All Owners Corporations (excluding tier 5 owners corporations) must obtain a valuation of all buildings at least every 5 years.

Whittles recommends a building valuation for insurance purposes be undertaken every 3 years.

The last valuation was prepared on 23rd of August 2022.

**Motion 8****Insurance Renewal****Ordinary Resolution**

It was resolved that the Strata Manager arrange quotes and/or renewal of the Owners Corporation's insurance with the Authorised Representative of MGA Insurance Brokers.  
A Financial Services Guide is available to lot Owners on request.

Also, that if the budget provides for the insurance cost to be raised by a separate levy the manager is authorised to raise the levy as soon as possible after the renewal terms and invoice have been received by the manager.

Whittles receive some remuneration from the broker as disclosed in the Owners Corporation Financial Statements.

**Contents Insurance**

The Strata Manager drew the lot Owners attention to the necessity for them to individually arrange for adequate insurance for the contents of their lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot Owner or a tenant. It was also noted that the Owners Corporation's legal liability cover applies primarily to common property and that lot Owners should be separately insured for cover in relation to their own premises.

**Motion CARRIED.**

**Notes**

The Owners Corporation has appointed MGA Insurance Brokers Pty Ltd to act on behalf of all Owners Corporations for the purpose of renewing all compulsory insurance. MGA Insurance Brokers Pty Ltd have provided a full time Authorised Representative to work with Whittles to support all enquiries and claims.

Members of the Owners Corporation were reminded that it is their legal responsibility to advise the Owners Corporation's Strata Managers of any change in use or occupancy of their Lot, and that the Owners Corporation's insurance policy may be voided or otherwise placed at risk if the underwriter is not advised immediately.

Note: a full product disclosure statement containing important information to help you understand this insurance may be requested via the office of Whittles Australia Pty Ltd and/or the underwriters direct.

The Strata Manager will arrange renewal of the Owners Corporation's insurance with the Authorised Representative of MGA Insurance Brokers Pty Ltd, who have an association with Whittles and Millennium Underwriting Agencies Pty Ltd. A Financial Services Guide is available to Lot Owners on request.

And, that if the budget provides for the insurance cost to be raised by a separate levy the manager is authorised to raise a special levy if it is required as soon as possible after the renewal terms and invoice have been received by the manager.

**Item 9****Accredited Contractors (Advice)**

To ensure compliance with work health and safety requirements to protect both contractors and corporations, Whittles only engage accredited contractors who comply with state and territory legislation. If the Owners Corporation decides by act or omission to engage a contractor who is not accredited with Whittles, the Owners Corporation acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means that if the contractor engaged by the Owners Corporation does not have the necessary accreditation, an injured party may seek damages from the Owners Corporation.

The Strata Manager will only request quotations from and instruct works to be undertaken on behalf of the Owners Corporation, by accredited contractors. However, non-accredited contractor's invoices will be processed for payment only when instructed to do so by the Owners Corporation Chairperson or a person authorised by the Owners Corporation to do so.

**Motion 10****Recovery of Outstanding Money****Ordinary Resolution**

The Owners Corporation will recover any monies owed to it by Lot Owners in accordance with Section 30 of the Owners Corporations Act 2006.

It was resolved that the Owners Corporation may commence debt recovery proceedings for recovery of outstanding fees levies charges and other money due, against any member of the Owners Corporation in the Victorian Civil and Administrative Tribunal or the Magistrates' Court of Victoria. This resolution does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporations Act 2006 to recover fees and charges and other money or to enforce the Rules of the Owners Corporation. The Manager of the Owners Corporation shall have the power pursuant to this resolution to determine the appropriate jurisdiction on a case by case basis in the sole discretion of the Manager or the Committee.

The process laid down by the Act is as follows:

- A written Fee Notice is issued providing 28 days in which payment must be paid
- A reminder Notice or Overdue Notice is issued 7 days after the due date has lapsed without payment being received.
- A Final Notice is issued if Fees are not paid by the due date of the notice.
- Legal action will commence to recover the outstanding Fees (plus legal costs), if Fees remain unpaid 28 days after the Final Notice is issued.
- Proceedings will commence at VCAT to seek payment of the outstanding Fees, charges, interest and legal costs if the lot Owner does not pay within 14 days of the legal letter of demand.
- The Strata Manager is authorised, without the need for further authority, to commence the above legal proceedings and will charge those owners in arrears a fee of \$120.00 plus GST for arranging legal action.

Final Notices

- Where necessary, that the Strata Manager charge those lot owners in arrears \$44.00 Inc. GST for issuing a Final Fee Notice.

Powers of Recovery

The Strata Manager pointed out that if the Owners Corporation carries out work at the request of, or with the consent of, lot Owner/s and the work wholly or substantially benefits the lots to the exclusion of other lots, the Owners Corporation may, subject to any agreement to the contrary, recover the cost of that work as a debt from the lot Owner/s.

**Motion CARRIED.**

**Notes**

Per s78 of the Owners Corporation Act, the Owners Corporation will recover any monies owed to it by Lot Owners in accordance with Section 30 of the Owners Corporations Act 2006.

**Motion 11****Penalty Interest on Fee Arrears****Ordinary Resolution**

It was resolved that in accordance with Section 29 of the Owners Corporations Act 2006, the Owners Corporation will charge interest in respect of any instalment of Fees that are in arrears and that interest charged will be at maximum rate of interest payable under the Penalty Interest Rates Act 1983. The Committee may use its discretion to waive or reduce penalty interest in any particular case.

There were no instances where penalty interest on lot Owners' Fee arrears were waived or reduced during the previous financial year.

**Motion CARRIED.****Notes**

Per s78 of the Owners Corporation Act, the Owners Corporation Manager has resolved, in continuation with the standing resolutions of the prior financial years and in accordance with Section 29 of the Owners Corporations Act 2006, the Owners Corporation will charge interest in respect of any installment of Fees that are in arrears and that interest charged will be at maximum rate of interest payable under the Penalty Interest Rates Act 1983. The Committee may use its discretion to waive or reduce penalty interest in any particular case.

There were no instances where penalty interest on Lot Owners' Fee arrears were waived or reduced during the previous financial year.

**Item 12****Dispute Resolution (Advice)**

The Strata Manager advised that under Part 10 of the Owners Corporations Act 2006, the Owners Corporation must report fully in relation to complaints handled by the Owners Corporation.  
There have not been any disputes lodged under part 10 of the Act.

**Item 13****Smoke Alarms (Advice)**

Members are advised that smoke alarms installed in the lots must be maintained in working order and batteries replaced at a minimum of every 12 months (or if the battery is lithium, every ten years). It is the individual owner's responsibility to ensure the necessary testing is undertaken on a routine basis and batteries changed. Should the residence be tenanted, owners must ensure the rental managing agent is instructed to undertake the annual test while carrying out their inspection.

**Item 14****General Business/Discussion (Advice)**

Any general business items to be discussed at the meeting.

**Notes**

No members were present to table any general business.

**Motion 15****Administration Fund Budget & Fees Review****Ordinary Resolution**

It was resolved that the Administration Fund budget be adopted and that the Administration Fund fees for the forthcoming year will increase to \$15,760.00.

All Administration Fund fees are an annual commitment by the lot Owner to the Owners Corporation, with the gross contribution figure being divided by lot liability.

The annual Administration Fund Fees payable by each Lot Owner are to be paid quarterly instalments, as from 1 NOV 2024, each always in advance of the due date.

The fiscal year will end on 31 OCT 2025

**Motion CARRIED.**

**Notes**

Per s78 of the Owners Corporation Act, the Owners Corporation Manager has resolved to increase the Administration Fund fees to the statutory maximum allowable under s78(1B)(c). The contributions will be set at \$9,549.10 inclusive of GST per year. Because the proposed expenditure is higher than the contribution rates, a special levy will be required to pay for the insurance renewal in August.

**Motion 16****Election of Committee or Chairperson****Ordinary Resolution**

An owners corporation with 10 or more lots must elect a committee. An owners corporation with fewer than 10 lots may elect a committee. A committee must have at least 3 members and not more than 7 members unless owners resolve to have more than 7 members but not more than 12 members.

The committee then elects its chairperson and secretary who become the chairperson and secretary of the owners corporation.

Nominations may be accepted at the meeting and will be voted on at the meeting.

**Motion DEFEATED.**

**Notes**

This Item was unable to be resolved in the absence of Owners Corporation members. No further action will be required until either a Special General Meeting is requested, or the next Annual General Meeting is called for the year ending 2025.

**Item 17****Delegation of Powers to the Committee (Advice)**

Please note that Section 11 of the Owners Corporations Act 2006 delegates all powers and functions that are capable of being delegated to the committee to make decisions on behalf of the owners corporation.

Also note that any powers and functions that require a unanimous or special resolution of the Owners Corporation cannot be delegated.

**Motion 18****Committee Budget Authorisation****Ordinary Resolution**

It was resolved that the Owners Corporation confirm that the Committee of the Owners Corporations may consider and pass on an interim basis proposed budgets for each financial year for the Owners Corporations prior to the commencement of each financial year and the Owners Corporations annual general meeting each year.

**Motion CARRIED.**

**Motion 19****Manager Appointment****Ordinary Resolution**

The Strata Manager explained that the Owners Corporation may appoint a person to assist the Office Bearers and that Whittles provides a complete package of Owners Corporation administration and building management services. These services include maintaining precise records, aided by a comprehensive advanced computerised accounting system, which enables the affairs of the Owners Corporation to be updated daily.

Common property and building maintenance, repairs and replacements are carried out by contract tradespersons. Any such works of a significant nature will be referred to contractors for competitive quotations which when received will be referred to the Owners Corporation for a decision.

The duties of the appointed Strata Manager are to conduct general and committee meetings of the Owners Corporation, to keep proper records including a record of accounts and presentation of a financial statement, effect insurance policies and process claims and deal with all requests for information lodged under Section 151 of the Owners Corporations Act 2006.

It was defeated that the Owners Corporation under sections 82 and 119 of the Owners Corporations Act 2006:

- i. to appoint Whittles Australia Pty Ltd as its Manager to supply Services,
- ii. to make the appointment for a Term of Twelve (12) months, being from the 1 NOV 2024 to 31 OCT 2025 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked,
- iii. to authorise limited powers to Whittles Australia Pty Ltd,
- iv. to agree to pay Service Fees to Whittles Australia Pty Ltd,
- v. to acknowledge the Disclosures by Whittles Australia Pty Ltd, and
- vi. to execute by a member the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Australia Pty Ltd, and
- vii. that termination of the strata manager's appointment may be determined only by ordinary resolution of the respective Owners Corporation at a general meeting.

The Services Agreement is available for viewing at [whittles.com.au](http://whittles.com.au) using your owner login.

**Motion DEFEATED.****Notes**

The Owners Corporation Act s78(1B)(a) expressly prohibits the resolution of this item in the absence of Owners Corporation Members. It is noted that the contractual arrangement will continue on a month-to-month basis until either a Special General Meeting is requested, or the next Annual General Meeting is called for the year ending 2025.

**Motion 20****Common Seal****Ordinary Resolution**

The Owners Corporations Act 2006 now permits an owners corporation to cease using a common seal.

It was resolved that the owners corporations seal is no longer required and is to be destroyed.

**Motion CARRIED.**



**Notes**

Per s78 of the Owners Corporation Act, the Owners Corporation will destroy the common seal, and execute documents via signature.

**Item 21****Next Meeting & Closure (Advice)**

To be discussed at the meeting.

**Notes**

The meeting was officially closed at 12:10pm

**Owners are able to access & update their personal details through the Whittles Owner Portal online.**

To access your account go to [www.whittles.com.au](http://www.whittles.com.au) and login using either your registered mobile number or email address.

**\* Please note that Whittles recommends receiving all correspondence and account notices via email for timely delivery.**

**If you have another property, you'd like to consider for management by Whittles, please let your manager know so we can arrange a proposal. Alternatively, you can request a quote through our website.**



# BUDGET

PLAN OF SUBDIVISION NO. 628869B  
18-30 WARNERS WAY, CAROLINE SPRINGS

Year ending October 2025

## ADMINISTRATIVE FUND

	Nov-Jan 25	Feb-Apr 25	May-Jul 25	Aug-Oct 25	Annual Total
<b>INCOME</b>					
Contributions	4,546.00	0.00	5,003.10	0.00	\$9,549.10
Arrears	0.00	0.00	0.00	0.00	\$0.00
Advances	-0.00	-0.00	-0.00	-0.00	-\$0.00
<b>Total</b>	<b>4,546.00</b>	<b>0.00</b>	<b>5,003.10</b>	<b>0.00</b>	<b>\$9,549.10</b>
<b>EXPENDITURE</b>					
Insurance - Renewal	0.00	0.00	0.00	12,500.00	\$12,500.00
Management - Additional services fee	50.00	50.00	50.00	50.00	\$200.00
Management - Agreed Services	618.50	618.50	618.50	618.50	\$2,474.00
<b>Total</b>	<b>668.50</b>	<b>668.50</b>	<b>668.50</b>	<b>13,168.50</b>	<b>\$15,174.00</b>

## CASH FLOW SUMMARY

	Nov-Jan 25	Feb-Apr 25	May-Jul 25	Aug-Oct 25	Annual Total
<b><u>ADMINISTRATIVE FUND</u></b>					
Opening Balance	86.38	3,963.88	3,295.38	7,629.98	\$86.38
Add: Contributions	4,546.00	0.00	5,003.10	0.00	\$9,549.10
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	668.50	668.50	668.50	13,168.50	\$15,174.00
CLOSING BALANCE	3,963.88	3,295.38	7,629.98	-5,538.52	\$-5,538.52
<b><u>MAINTENANCE FUND</u></b>					
Opening Balance	0.00	0.00	0.00	0.00	\$0.00
Add: Arrears	0.00	0.00	0.00	0.00	\$0.00
Minus: Advances	0.00	0.00	0.00	0.00	\$0.00
Minus: Expenditures	0.00	0.00	0.00	0.00	\$0.00
CLOSING BALANCE	0.00	0.00	0.00	0.00	\$0.00

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement 700  
Number of Lots 7

— Effective from 01/05/25 —

Lot Number	LEV	ADMIN Fund
1	100	\$715
2	100	\$715
3	100	\$715
4	100	\$715
5	100	\$715
6	100	\$715
7	100	\$715
HALF-YEARLY TOTAL		<u>\$5,005.00</u>

## Certificate of Insurance

ABN 29 008 096 277

Owners Corporation 628869B  
Whittles Australia Pty Ltd  
C/- Michael Platt  
PO BOX 108  
PORT MELBOURNE VIC 3207

**Date:** 08.08.2024  
**Invoice No:** I4604060

**This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions.**

**Class** Residential Strata/Community Corporation

**Insurer** Longitude Insurance Pty Ltd  
PO Box 1813  
NORTH SYDNEY NSW 2059

**Period** 19.08.2024 to 19.08.2025

**Policy No.** LNG-STR-89928

### Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

### Disclaimer

In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to, or cancellation of the policy of insurance.

# MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277  
838 Collins Street  
DOCKLANDS  
VIC 3008

Phone: 03 8632 3351  
PO Box 108  
PORT MELBOURNE VIC 3207

## COVERAGE SUMMARY

Owners Corporation 628869B  
Residential Strata/Community Corporation

### RESIDENTIAL STRATA/COMMUNITY CORPORATION

#### INSURED:

Owner's Corporation 628869

#### SITUATION:

18-30 Warner Way, CAROLINE SPRINGS VIC 3023

#### INTEREST INSURED:

Building Sum Insured	\$	4,465,000
Common Contents Sum Insured	\$	44,650
Loss of Rent/Temporary Accommodation	\$	669,750
Catastrophe/Emergency Cover		15%
Flood		Not Insured
Storm Surge	\$	2,000,000
Glass		Insured
Theft		Insured
Public Liability	\$	20,000,000
Voluntary Workers		Insured
Weekly Benefit	\$	2,000
Capital Benefit	\$	200,000
Fidelity	\$	100,000
Office Bearers Liability	\$	2,000,000
Machinery Breakdown		Not Insured
Government Audit Costs	\$	30,000
Appeal expenses - common property health and safety breaches	\$	150,000
Legal Defence Expenses	\$	50,000
Lot owners fixtures and fixings	\$	300,000
Floating floors		Insured
Loss of Market Value		Not Insured
Workers Compensation (ACT, WA & TAS ONLY)		Not Insured
EXCESS:		
Standard Excess	\$	2,000

# MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277  
838 Collins Street  
DOCKLANDS  
VIC 3008

Phone: 03 8632 3351  
PO Box 108  
PORT MELBOURNE VIC 3207

## COVERAGE SUMMARY

Owners Corporation 628869B  
Residential Strata/Community Corporation

Flood Excess	Not Applicable
Storm, Tempest & Rainwater (each and every claim)	\$ 3,500
Storm Surge Excess	\$ 2,000
Public Liability Excess	\$ 2,000
Voluntary Workers Excess	7 Days
Fidelity Excess	\$ 2,000
Office Bearers Liability Excess	\$ 2,000
Machinery Breakdown Excess	Not Applicable
Government Audit Excess	\$ 500
Appeal Expenses Excess	\$ 500
Legal Defence Expenses Excess	\$1,000 + 10% contribution
Other excesses payable are shown in the Policy Wording	

### ADDITIONAL POLICY BENEFITS AND CONDITIONS:

Storm Surge - cover granted if Storm Surge is caused by and immediately follows a named tropical cyclone, We will pay for loss, destruction or damage to Your Building and Common Contents as a result of Storm Surge. The maximum We will pay is \$2,000,000 or the Sum Insured for Buildings shown in Your Schedule, whichever is the lesser, any one Event and in the aggregate for all Events in the Period of Insurance.

MAJOR EXCLUSIONS :Terrorism  
Others As Per Policy

**This Document is a Summary of Cover Only. Please refer to the Product Disclosure Statement for Full Policy Limitations and Additional Excesses**

### UNDERWRITING INFORMATION:

Year Built	2009
Primary Wall Construction	Brick veneer
Secondary Wall Construction	Cement
Roof Construction	Tin / Iron
Floor Construction	Concrete

Aluminium Composite Panels	No
Heritage Listed	No

Fire Protection	
Sprinkler systems in the complex basement/carpark?	No
Sprinkler systems in the complex units?	No
Fire hose reels located throughout the complex?	No

Number of Units	7
Number of Levels	2
Number of Basements	0
Number of Lifts	0
Number of Pools/Spas	0
Number of Gyms	0
Number of Playgrounds	0
Number of Water Features	0

**MGA Insurance Brokers Pty Ltd**

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VIC 3008

Phone: 03 8632 3351  
PO Box 108  
PORT MELBOURNE VIC 3207

**COVERAGE SUMMARY**

Owners Corporation 628869B  
Residential Strata/Community Corporation

Number of Jetties/Wharfs	0
Number of Separate Buildings	1
% of EPS	0 %
% Commercial Tenants	0 %
Additional Construction Comments:	
Fire protection: Hard wired smoke detectors	
Secondary Wall Construction: Brick Veneer/Cement Sheet (40%)	
Floor Construction: Concrete and timber framed	

# Model rules for an owners corporation

Regulation 11

## 1 Health, safety and security

### 1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

### 1.2 Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
  - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### 1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

### 1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

### 1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

## 2 Committees and sub-committees

### 2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub-committee without reference to the owners corporation.

## 3 Management and administration

### 3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
- (b) is paid directly to the lot owner or occupier as a refund.

#### **4 Use of common property**

##### **4.1 Use of common property**

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

##### **4.2 Vehicles and parking on common property**

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

##### **4.3 Damage to common property**

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.



- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## **5 Lots**

### **5.1 Change of use of lots**

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

#### **Example**

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

### **5.2 External appearance of lots**

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

### **5.3 Requiring notice to the owners corporation of renovations to lots**

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

## **6 Behaviour of persons**

### **6.1 Behaviour of owners, occupiers and invitees on common property**

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

### **6.2 Noise and other nuisance control**

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **7 Dispute resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

# Property Clearance Certificate

## Land Tax



CC INVESTMENTS (VIC) PTY LTD VIA DYE & DURHAM  
PROPERTY PTY LTD  
LEVEL 20, 535 BOURKE STREET  
MELBOURNE VIC 3000

Your Reference:	87782175:129034560
Certificate No:	90414128
Issue Date:	07 MAY 2025
Enquiries:	ESYSPROD

Land Address:	30 WARNER WAY CAROLINE SPRINGS VIC 3023
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
37510850	1	628869	11158	44	\$1,521.30

Vendor: DAMIEN BAYLISS  
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR DAMIEN JOHN BAYLISS	2025	\$405,000	\$1,521.30	\$0.00	\$1,521.30


Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

  
Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$510,000
SITE VALUE (SV):	\$405,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$1,521.30



# Notes to Certificate - Land Tax

**Certificate No:** 90414128

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
  - Land tax that has been assessed but is not yet due,
  - Land tax for the current tax year that has not yet been assessed, and
  - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

## Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

## Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

## Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,665.00

Taxable Value = \$405,000

Calculated as \$1,350 plus ( \$405,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,100.00

Taxable Value = \$510,000

Calculated as \$510,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 90414128

### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 90414128

### Visa or Mastercard

Pay via our website or phone 13 21 61.  
A card payment fee applies.

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



CC INVESTMENTS (VIC) PTY LTD VIA DYE & DURHAM PROPERTY PTY LTD	Your Reference:	87782175:129034560
LEVEL 20, 535 BOURKE STREET	Certificate No:	90414128
MELBOURNE VIC 3000	Issue Date:	07 MAY 2025
	Enquires:	ESYSPROD

Land Address: 30 WARNER WAY CAROLINE SPRINGS VIC 3023					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
37510850	1	628869	11158	44	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$510,000
SITE VALUE:	\$405,000
CURRENT CIPT CHARGE:	\$0.00



# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 90414128

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

## Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
  - a general valuation of the land;
  - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
  - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
  - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
  - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

## Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
  - the date on which the land became tax reform scheme land;
  - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
  - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

## Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

## Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

## Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

## Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to [www.sro.vic.gov.au/CIPT](http://www.sro.vic.gov.au/CIPT).
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
  - the request is within 90 days of the original Certificate's issue date, and
  - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

# Property Clearance Certificate

## Windfall Gains Tax



CC INVESTMENTS (VIC) PTY LTD VIA DYE & DURHAM PROPERTY PTY LTD  
LEVEL 20, 535 BOURKE STREET  
MELBOURNE VIC 3000

Your Reference:	87782175:129034560
Certificate No:	90414128
Issue Date:	07 MAY 2025

Land Address:	30 WARNER WAY CAROLINE SPRINGS VIC 3023		
Lot	Plan	Volume	Folio
1	628869	11158	44

Vendor: DAMIEN BAYLISS  
Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

CURRENT WINDFALL GAINS TAX CHARGE:  
\$0.00

Paul Broderick  
Commissioner of State Revenue



# Notes to Certificate - Windfall Gains Tax

Certificate No: 90414128

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
- Windfall gains tax that is due and unpaid, including any penalty tax and interest
  - Windfall gains tax that is deferred, including any accrued deferral interest
  - Windfall gains tax that has been assessed but is not yet due
  - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
  - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

## Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

## Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

## Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

## General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
- The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p> <p> Biller Code: 416073 Ref: 90414129</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p> <p> Ref: 90414129</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 09 May 2025 12:22 PM

## PROPERTY DETAILS

Address: **30 WARNER WAY CAROLINE SPRINGS 3023**  
Lot and Plan Number: **Lot 1 PS628869**  
Standard Parcel Identifier (SPI): **1\PS628869**  
Local Government Area (Council): **MELTON**  
Council Property Number: **527689**  
Planning Scheme: **Melton**  
Directory Reference: **Melway 356 H9**

[www.melton.vic.gov.au](http://www.melton.vic.gov.au)

[Planning Scheme - Melton](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **Greater Western Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
Legislative Assembly: **KOROROIT**

## OTHER

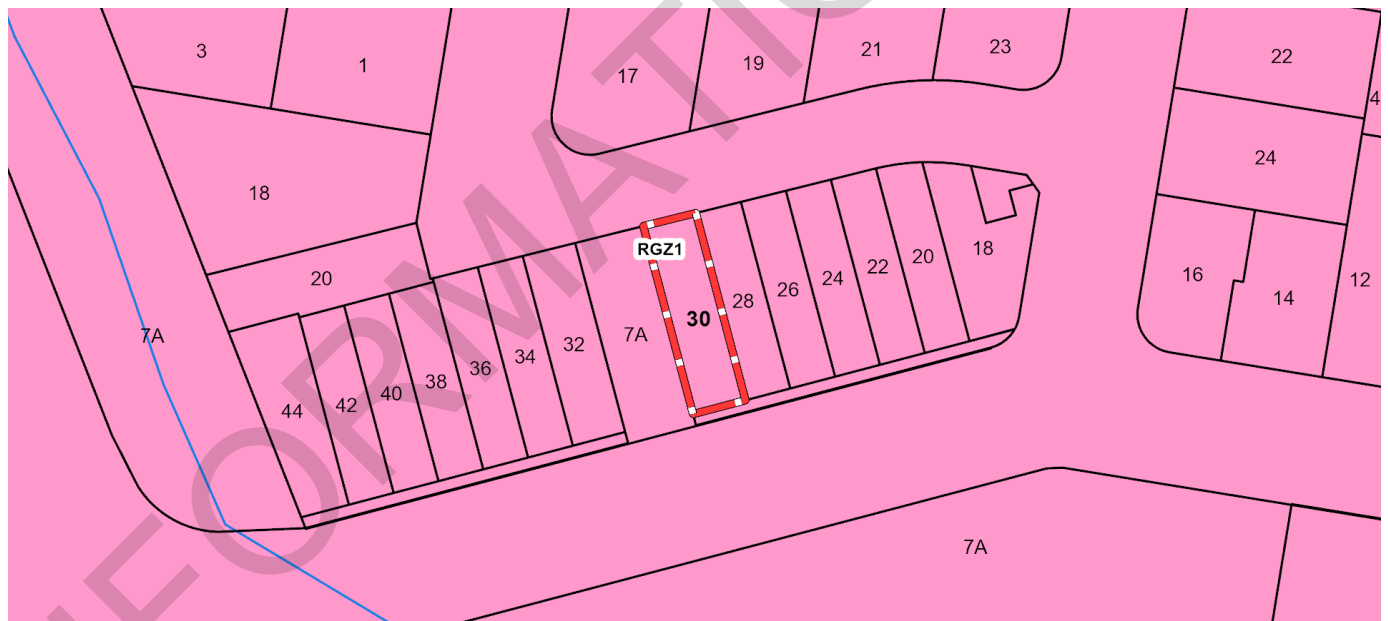
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[RESIDENTIAL GROWTH ZONE \(RGZ\)](#)

[RESIDENTIAL GROWTH ZONE - SCHEDULE 1 \(RGZ1\)](#)



**RGZ - Residential Growth**

**Water course**

Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlays

No planning overlay found

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Further Planning Information

Planning scheme data last updated on 08 May 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

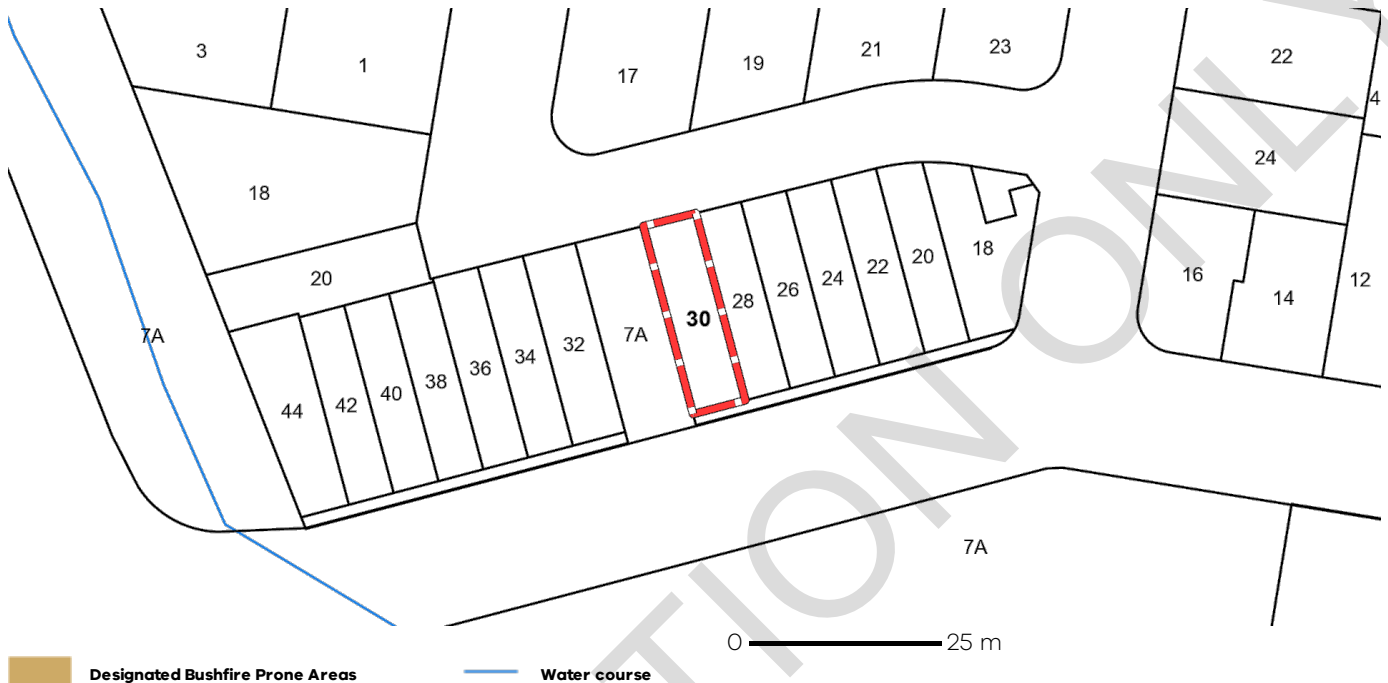
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.**  
**No special bushfire construction requirements apply. Planning provisions may apply.**

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

## Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

3rd Instalment Notice  
Rates & Charges

For the period 1 July 2024 to 30 June 2025

2024/2025

T: (03) 9747 7200  
W: melton.vic.gov.au  
E: revenue@melton.vic.gov.au  
A.B.N 22 862 073 889



Date of Issue: 28/01/2025

D J Bayliss  
C/- Greg Hocking Real Estate  
PO Box 3553  
CAROLINE SPRINGS VIC 3023

Arrears will be charged interest at 10% P.A.	Assessment Number 527689
Arrears Amount	Due
Pay this amount \$441.60	Not later than 28/02/2025

Property Location 30 Warner Way CAROLINE SPRINGS VIC 3023	Ward LAKE CAROLINE
Description LOT 1 PS 628869B V/F 11158/044	

Capital Improved Value \$510,000	Site Value \$405,000	Net Annual Value \$25,500	PREScribed DATE OF VALUATION: 01/01/2024
			EFFECTIVE DATE OF VALUATION: 01/07/2024

If you have a current payment arrangement or direct debit, continue with your payments as agreed.  
Retain this notice for your records, additional copies will incur a fee.

Third Instalment Amount \$441.60

1st Instalment	30/09/2024
2nd Instalment	30/11/2024
3rd Instalment	28/02/2025 \$441.60
4th Instalment	31/05/2025 \$441.60
Total Balance	\$883.20

Personal information is collected and used by Council to facilitate the delivery of Council services including Rates, Valuations, Planning and production of a Voters Roll for Council Elections. This information will not be disclosed except as required by law.

Payment Reference No. 001005276892

Billers Code: 1123

melton.vic.gov.au

1300 067 479

\*330000005276892

ASSESSMENT NUMBER 527689  
RATE PAYER D J Bayliss  
PROPERTY LOCATION 30 Warner Way CAROLINE SPRINGS VIC 3023



Amount Payable \$441.60
----------------------------



GO GREEN. GO ELECTRONIC.  
Receive your rates notices via email

Register now at melton.enotices.com.au  
with eNotices reference number:  
112A91679H





MR D J BAYLISS  
CAROLINE SPRINGS RE  
30 WARNER WAY  
CAROLINE SPRINGS VIC 3023

**Account number**

**58111 10000**

**Tax Invoice** 581821743906

**Date of issue** 21 Mar 2025

**Service address**

30 Warner Way, Caroline Springs  
VIC, 3023

**Amount to pay**

**\$357.33**

Previous bill	\$180.63
Payments received	\$0.00
Balance	\$180.63
Current charges	\$176.70
<b>Total charges</b>	<b>\$357.33</b>

Please see page 2 for detailed information

**Pay by**

**16 Apr 2025**

**Having trouble  
paying your bill?**

Call us on **13 44 99** or visit  
**[gww.com.au/accounts-billing](http://gww.com.au/accounts-billing)**

**Payment options**

Greater Western Water ABN 70 066 902 467



**Direct debit**

Set up direct debit  
at **[gww.com.au](http://gww.com.au)** or  
call **13 44 99**



**BPAY**

Bill code: **8789**  
Ref: **58111100009**  
Go to **[bpay.com.au](http://bpay.com.au)**  
® Registered to BPAY  
Pty Ltd  
ABN 69 079 137 518



**Credit card**

Pay by credit card  
at **[gww.com.au](http://gww.com.au)** or  
call **13 44 99**



**Post Billpay**

**Australia Post**  
Billpay code: **0362**  
Ref: **0581 1110 0006**

Pay at any post office,  
by phone **13 18 16**, at  
**[postbillpay.com.au](http://postbillpay.com.au)**, or  
via AusPost app

**Centrepay**

Make regular deductions  
from your Centrelink  
payments.  
Call **13 44 99** or visit  
**[centrelink.gov.au](http://centrelink.gov.au)**  
Greater Western Water  
reference: **555-054-071-L**  
Your account number:  
**58111 10000**





## Usage and charges

Outstanding balance	\$180.63
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### Your network charges <sup>1</sup>

	Charge period	Amount
Water	01/01/2025 - 31/03/2025	\$54.32
Sewer	01/01/2025 - 31/03/2025	\$70.78
<b>Total network charges</b>		<b>\$125.10</b>

### Other charges and adjustments

	Charge period	Net annual value (NAV)	Rate in NAV \$	Minimum Charge (\$)
<b>Waterways &amp; Drainage <sup>2</sup></b> For Melbourne Water	01/01/2025 - 31/03/2025	\$6,592.00	\$30.10	\$30.10
<b>Parks <sup>3</sup></b> For the Dept. of Energy, Environment and Climate Action	01/01/2025 - 31/03/2025	\$6,592.00	\$21.50	\$21.50
<b>Total other charges and adjustments</b>				<b>\$51.60</b>

### Your total charges

**\$176.70**

From 1 July 2024, the parks charge will be billed quarterly instead of annually. Learn more at [gww.com.au/quarterlyparkcharge](http://gww.com.au/quarterlyparkcharge)

#### Privacy statement

Greater Western Water actively complies with the Privacy and Data Protection Act 2014 (Vic) and is committed to protecting the privacy and personal information of our customers. Read our privacy policy at [gww.com.au/privacy](http://gww.com.au/privacy) or email [contact@gww.com.au](mailto:contact@gww.com.au) to update your personal information.

## Your charges explained

- 1. Water and sewerage network charges** help us maintain and upgrade thousands of kilometres of water and sewer pipes
- 2. The waterways and drainage charge** helps Melbourne Water keep our waterways healthy and protected
- 3. The parks charge** supports Parks Victoria to look after Melbourne's major parks, gardens, trails, and zoos

For more information visit [gww.com.au/charges](http://gww.com.au/charges)

## We're here to help

**13 44 99**

Enquires and support  
(8:30am to 5pm,  
Monday to Friday)

Faults and emergencies  
(24 hours)

**03 9313 8989**

Support in other languages

**13 36 72**

Relay Service

**You could be eligible for a concession** if you hold a valid health care, pension or Veterans' Affairs gold card, apply at [gww.com.au/concession](http://gww.com.au/concession)

## We're here to help

There are options available if you're having trouble paying your bill visit [gww.com.au/financial-support](http://gww.com.au/financial-support)





MR DAMIEN BAYLISS  
33 STRINGYBARK DRIVE  
LARA VIC 3212

Our reference: 7158729016396

Phone: **13 28 66**

7 May 2025

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello DAMIEN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411065050238
Vendor name	DAMIEN BAYLISS
Clearance Certificate Period	7 May 2025 to 7 May 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at  
[ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on  
**13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

# Due Diligence Checklist

## What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting [consumer.vic.gov.au/duediligencechecklist](http://consumer.vic.gov.au/duediligencechecklist).

### Urban living

#### ***Moving to the inner city?***

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

#### ***Is the property subject to an owners corporation?***

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

### Growth areas

#### ***Are you moving to a growth area?***

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

### Rural properties

#### ***Moving to the country?***

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

#### ***Is there any earth resource activity such as mining in the area?***

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

### Soil and groundwater contamination

#### ***Has previous land use affected the soil or groundwater?***

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.



## **Land boundaries**

### ***Do you know the exact boundary of the property?***

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

## **Planning controls**

### ***Can you change how the property is used, or the buildings on it?***

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

### ***Are there any proposed or granted planning permits?***

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

## **Safety**

### ***Is the building safe to live in?***

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

## **Building permits**

### ***Have any buildings or retaining walls on the property been altered, or do you plan to alter them?***

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

### ***Are any recent building or renovation works covered by insurance?***

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

## **Utilities and essential services**

### ***Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?***

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

## **Buyers' rights**

### ***Do you know your rights when buying a property?***

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights

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**VENDOR'S STATEMENT**

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**Property:**  
30 Warner Way CAROLINE SPRINGS VIC 3023

Sargeants Conveyancing

PO Box 3442  
CAROLINE SPRINGS VIC 3023

Tel: (03) 9307 8201

Email: [admin@sargeantscs.com.au](mailto:admin@sargeantscs.com.au)

Ref: 25/6478